



Project title: Professional Services Agreement with Carollo Engineers Inc. for the 20th Street Sewer Rehabilitation project.

City Council Agenda Item Cover Sheet

Council Bill #

Agenda dates requested:

5/3/2023

Briefing

Proposed action

Consent X

Action

Ordinance

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Professional Services Agreement – 2 copies

Department(s) involved:

Public Works, Legal

Contact person:

John Nottingham

Phone number:

425.257.8844

Email:

jnottingham@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Professional Services Agreement

Project: 20th Street Sewer Rehabilitation project.

Partner/Supplier: Carollo Engineers Inc.

Location: Along 20th Street

Preceding action: Plans & Systems Ordinance 04/19/23

Fund: 336 – Water & Sewer System Improvements Fund

Fiscal summary statement:

The City of Everett seeks a Professional Services Agreement with Carollo Engineers Inc. with a total compensation amount not to exceed \$155,021.00. Project funding is provided by Fund 336 – Water & Sewer System Improvements Fund.

Project summary statement:

Staff recommends that a Professional Services Agreement with Carollo Engineers Inc. be entered into for the engineering analysis and design of the rehabilitation of the existing sewer mains within 20th Street from Grand Avenue to Broadway.

Currently, the sewer mains along this portion of 20th Street are greatly deteriorated and approaching the end of their useful life. However, the older concrete pipes are a good candidate for rehabilitation through trenchless construction methods.

This project will provide for the plans and construction documents necessary for bidding a trenchless repair project, including the design for the repair and the necessary information for bypassing the system to accommodate construction on a live sewer system.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with Carollo Engineers Inc. for the 20th Street Sewer Rehabilitation project, in the amount not to exceed \$155,021.00.

**CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT**



THIS AGREEMENT made and entered into on this day of April, 2023, by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the “City,” and CAROLLO ENGINEERS, INC, whose address is 1200 5TH AVE, SEATTLE WA 98101, hereinafter referred to as the “Service Provider.”

WHEREAS, the City desires to engage the Service Provider to PROVIDE ANALYSIS AND DESIGN SERVICES FOR THE 20TH STREET SEWER REHABILITATION PROJECT for the City of Everett; and

WHEREAS, Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. **Engagement of Service Provider.** The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider’s proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and shall be completed by DECEMBER 31, 2024.

4. **Compensation.**

A. The City shall pay the Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Service Provider shall be paid such amounts and in such manner as described in Exhibit B.

C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of ONE HUNDRED FIFTY-FIVE THOUSAND, AND TWENTY ONE Dollars (\$155,021.00).

E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. **Method of Payment.**

A. To obtain payment, the Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to:

City of Everett
Attn.: John Nottingham, P.E
3200 Cedar St.
Everett, WA 98201

6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, the Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as email. The City does not by this Section 7 waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due the Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of the Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. **Indemnification.** Except as otherwise provided in this Section 10, the Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims to the extent arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or

subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. The Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section 10 whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Service Provider's duty to defend and indemnify and save harmless pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's liability under this Section 10 shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section 10: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10. The provisions of this Section 10 shall survive the expiration or termination of this Agreement.

11. **Insurance.**

A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate,

including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Service Provider providing Professional Errors and Omissions Insurance, this Section 11.A.4 may be stricken and initialed by both parties.

B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Service Provider performing any Work, Service Provider shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. If the policy listed in Section 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy. (This Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with

evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this Section 11, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of the Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

13. **Independent Contractor.**

A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

(1) Service Provider is free from control or direction over the performance of the service; and

(2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and

(3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

(4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and

(5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other

state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

(6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

C. Any and all employees of the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City. The Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Service Provider's employees, while so engaged on any of the Work

D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.

E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

14. **Employment/Conflict of Interest.** The Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.

15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, the Service Provider shall make available to the City for the City's examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the Service Provider will permit the City to audit,

examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

18. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.

20. **Compliance with Grant Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Service Provider's work hereunder.

21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.

22. **Waiver.** Any waiver by the Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

24. **Modification of Agreement.** This Agreement may only be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Service Provider.

25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

26. **Notices.**

A. Notices to the City of Everett shall be sent to the following address:

City of Everett

Attn.: John Nottingham, P.E.

3200 Cedar St.

Everett, WA 98201

B. Notices to the Service Provider shall be sent to the following address:

Erik Waligorski, P.E.

1200 5TH AVE,

SEATTLE WA 98101

26. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

27. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

28. **City Marks.** The Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.

29. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

30. **Signature/Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. Execution of this Agreement by a party shall be legally valid and effective by (i) executing a paper copy, (ii) execution by AdobeSign or DocuSign or other e-signature method, or (iii) transmitting an executed copy by email or otherwise in pdf format or other electronically scanned format.

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement as of the date first above written.

**CITY OF EVERETT,
WASHINGTON**

Cassie Franklin, Mayor

Date

ATTEST:

Office of the City Clerk

Standard Document
Approved as to Form
Office of the City Attorney
11.15.22

SERVICE PROVIDER: Please fill in the spaces and sign in the box appropriate for your business entity.

Corporation

CAROLLO ENGINEERS, INC.

**Limited
Liability
Company**


Partnership

By: 
Signature

Typed/Printed Name of Signer: Tadd Giesbrecht

Title of Signer: Vice President

Date: 0412/2023

By: 
Signature

Typed/Printed Name of Signer: Erik Waligorski

Title of Signer: Vice President

Date: 04/12/2023

SCOPE OF WORK
ENGINEERING SERVICES
THE CITY OF EVERETT
20TH STREET SEWER REHABILITATION PROJECT
DESIGN AND BIDDING SERVICES

INTRODUCTION

The purpose of this project is to rehabilitate approximately 2,540 lineal feet of existing 36-inch and 30-inch diameter sewer running along 20th Street in the City of Everett (City) from approximately 90 feet west of Rucker Avenue easterly to the intersection of 20th Street and N Broadway Avenue and an additional 750 feet of sewer from Mill St to Winter St and behind 1525 E Marine View Dr. The existing sewer in 20th Street is the sole service provider for the Department of the Navy (Navy) who discharges effluent via a force main into a discharge structure west of Rucker Avenue. The City has completed several investigations of the existing sewer main and has identified significant deterioration of the existing main caused by H₂S created by the Navy's force main.

The City has retained Carollo Engineers, Inc. (Consultant) to provide the preliminary and final design, and bidding services for the construction of rehabilitation upgrades to the 20th Street Sewer, its existing manhole structures, and various additional manhole structures and pipelines identified in Task 200. Consultant will verify feasibility to rehabilitate the existing trunk main, recommend any modifications to the proposed plan, and complete a final design of the recommended rehabilitation. Contingent upon project needs, the Consultant is expected to also complete services during construction of the recommended improvements in a future phase.

GENERAL ASSUMPTIONS

1. Consultant shall perform the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of Washington.
2. City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and reasonably rely upon all such information and services provided by City or others in performing Consultant's services under this Scope of Work.
3. City shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services hereunder.

EXHIBIT A

SCOPE OF WORK

TASK 100 - PROJECT MANAGEMENT

Perform the following project management tasks:

1. Coordinate overall project team activities and staffing.
2. Monitor schedule and budget, work elements accomplished, work items planned, and scope changes for communicating to the City Project Manager.
3. Submit monthly invoices accompanied by monthly progress reports.
4. Conduct a project kick-off meeting to discuss specific project work efforts, conduct a site visit, and gain initial input on concepts and ideas from City staff.
5. Conduct a monthly progress meeting (via teleconference) with City Project Manager to discuss project status and technical issues.
6. Conduct internal quality control review of work and submittals.
7. Develop and maintain a Decision Log to record key decisions made by the City and others during the project to document the evolution of the design.
8. Develop and maintain a Record of Comment Log to track City review comments and Consultant's responses for all project deliverables.

Task 100 Assumptions:

1. Total project duration is 14 months.
2. Monthly progress meetings to be held virtually and are ½ hour long. Up to two consultants will attend progress meetings.

Task 100 Meetings:

1. Project Kick-Off Meeting and Site Visit.
2. Monthly Progress Meetings (via teleconference).

Task 100 Deliverables:

1. Monthly Progress Reports with Invoice.
2. Kick-off meeting materials.
3. Decision Log
4. Record of Comment Log

TASK 200 – PRELIMINARY DESIGN

The purpose of this task is to establish the final project design criteria and anticipated construction conditions. This task will develop construction bidding documents to the 50 percent completion level. Task 200 includes the following subtasks:

Subtask 210 – Data Collection and Review

- Submit data request for existing project documentation to support defining existing conditions. Documentation may include but is not limited to: related reports, record drawings, City standards (contract documents and standard

EXHIBIT A

details), CCTV & inspection records, existing geotechnical information, easement records, and other operation and maintenance records. Requests will reference specific City asset ID, if known.

- Review of existing CCTV records to review rate of deterioration and identification of any required spot repairs prior to rehabilitation.
- Summarize any findings that would impact the proposed rehabilitation method in summary TM.

Subtask 220 – Supplementary Surveying

- Locate position of existing manholes/vaults using GPS and/or terrestrial technologies, depending on satellite coverage, and collect rim and invert elevations for each manhole/vault including all entrance, exit, and laterals within the project limits to facilitate design. The survey will be completed on a horizontal datum of NAD 83/2011 and a vertical datum of NAVD88. This task assumes up to twenty-six (26) manhole/vault structures will be surveyed, nine (9) located along 20th Street between Grand Avenue and N Broadway Avenue. An additional seventeen (17) manhole structures will be located at the following locations:
 - SMH1795T20 – 1608 Walnut
 - SMH2995M21 – 3330 McDougall
 - SMH1795L04 – 2232 12th St.
 - SMH1795T01 – 2821 16th St.
 - SMH2095F02 – 2130 McDougall Ave
 - SMH2095T01 – 2712 Cedar St.
 - SMH2095T03 – 2707 California
 - SMH2095T16 – 2711 Maple St.
 - SMH2995L02 – 3402 McDougall Ave
 - SMH2995N15 – 1907 37th St.
 - SMH3095B15 – 1316 Wall St.
 - SMH3095Q09 – 3529 Friday Ave
 - SMHR7 – 1321 Chestnut
 - SMHR8 – 3202 15th St.
 - SMHR11 – 3425 15th St.
 - SMH21 – Behind 1525 E Marine View Dr.
 - SMH23 – Behind 1525 E Marine View Dr.
- Survey will include photos of manhole interiors at each location.
- Prepare base map showing surveyed manhole structures on City provided GIS mapping.

Subtask 230 – Bypass Pumping Analysis

- Perform an analysis on the viability of bypass pumping around the existing sewer mains to promote installation of the rehabilitation project, in the event that the Navy cannot shut down service in such a manner as to be beneficial to the project. Pumping analysis will also cover additional sewers near Mill St and 15th St.
- Bypass pumping analysis will include the following:
 - Review of required design flows based on data provided by the Navy.

EXHIBIT A

- Review of possible bypass pumping staging areas, discharge locations, and routing.
- Hydraulic analysis of proposed bypass system
- Develop a bypass pumping TM

Subtask 240 – 50% Design

- Prepare 50 percent design level plans, opinion of probable construction cost (OPCC), project schedule, and specifications.
- Conduct Risk Management front end review of City supplied Division 0 specifications.
- Conduct internal QA/QC review.
- Submit 50 percent plans, specifications, and OPCC.
- Conduct review meeting of 50% design with City Staff.

Task 200 Assumptions:

1. City to provide existing CCTV inspection of existing sewer main.
2. This task assumes that no entry will be required into any existing structure to obtain the required information.
3. Utility locating will not be performed for this project. All information collected will be readily available from the ground surface or maintenance access. This scope of work assumes that all manholes can be readily accessed to collect measure down information and no traffic control is being provided under this scope. Any required traffic control for measure down collection of existing structure in Broadway will be provided by the City, if City Staff is available at the time of the investigation.
4. Base map will be prepared using City provided and certified-current GIS mapping in AutoCAD format.
5. City will provide access to all manholes within the project limits not located within existing City ROW.
6. No potholing work will be completed as part of this work.
7. The existing hydraulic model and flow data for the existing system, including flows from the Navy, will be provided by the City.
8. No new flow meter data will be required for the bypass pump analysis.
9. Budget for 50 percent design level plans assumes that the 20th Street sewer will be rehabilitated using City GIS base maps as the base for the design drawings. It is further assumed that the sewer main rehabilitation can be completed within the existing ROW.
10. Specifications will be completed in CSI format with City providing Division 0.

Task 200 Meetings

1. 50% Design comment review meeting.

Task 200 Deliverables

1. Survey base map using GIS.

EXHIBIT A

2. Existing conditions review and recommendation TM (if required).
3. Bypass pumping analysis TM.
4. 50% level plans, specifications, and OPCC.

TASK 300 – ANCILLARY SUPPORT SERVICES

The purpose of this task is to support the City with any required permitting or public outreach activities during the design of the rehabilitation project. Task 300 includes the following subtasks:

Task 310 – Permitting Assistance

- Prepare exhibits required for permit submittal following completion of 90% design. This task assumes one (1) resubmittal of permit exhibits.
- Attend up to two (2) meetings to discuss permit requirements.

Task 320 – Public Outreach Assistance

- Prepare exhibits required for public outreach activities following completion of 90% design. Exhibits are assumed to be a PDF map of the project areas and a fact sheet describing construction activities. Exhibits will be delivered electronically to the City and the City will be responsible for any printing of exhibits or putting exhibits into a presentation for the open house meeting. This task assumes one (1) resubmittal of public outreach exhibits.
- Attend one (1) public open house meeting, to be led by City staff.

Task 300 Assumptions

1. All permitting applications and fees will be prepared and paid by the City. Consultant's effort will be limited to preparing exhibits required for permit approval. This includes any environmental, developmental, or SEPA permits.
2. Attendance at meetings is limited to the number of meetings identified above and hours listed in Exhibit B. Meetings will be attended by up to two (2) Consultant staff.
3. City will pay costs of design, production, printing, mailing list, and mailing (or delivery) of any outreach materials directly.
4. One (1) public open house is assumed for this work to occur near the project site. The open house will be led by City Staff. Open house will be attended by up to two (2) Consultant staff to support in answering any design or construction related questions.

Task 300 Meetings

1. Up to two (2) permitting coordination meetings.
2. One (1) public open house.

Task 300 Deliverables

1. Exhibits for permit submittals with one revision
2. Exhibits for public outreach with one revision

EXHIBIT A

TASK 400 – FINAL DESIGN

The purpose of this task is to develop plans, specifications, and opinions of probable construction cost for bidding and construction of the recommended improvements.

Subtask 410 – 90% Design Package

- Respond to and incorporate 50 percent deliverable City review comments.
- Prepare 90 percent design package including front end and technical specifications, plans, and opinions of probable construction cost for City review.
- Conduct 90 percent design comment review meeting.

Subtask 420 – Internal QA/QC

- Perform internal QA/QC reviews at 90 percent level of design by senior level engineers not directly involved with the design.

Subtask 430 – Final Bid Package

- Respond to and incorporate City review comments on the 90 percent deliverable.
- Prepare final, bid-ready specifications, plans, and engineer's opinion of probable construction cost. The final, bid ready documents will incorporate all Agency permitting review comments as appropriate.

Assumptions

1. Final engineer's opinion of probable construction cost will be formatted to directly correlate with the final Bid Schedule.
2. Non-technical specifications will be City standard, "front end" legal and general requirements in the City's format. Upon City approval, the City's specifications may be supplemented with Carollo's standard specifications and conditions if deemed appropriate for the project.
3. Technical specifications will be Carollo standard, CSI formatted specifications (6-digit, 50-division system).
4. Project specific traffic control plans will not be developed. Traffic control will be the responsibility of the Contractor and in accordance with City and WSDOT requirements.
5. Drawings will be produced in AutoCAD and AutoCAD Civil 3D software as applicable.

Meetings

1. 90 percent design comment review meeting.

City Deliverables

1. Current City front end non-technical specifications.
2. 90 percent design package review comments using Bluebeam software.

Deliverables

EXHIBIT A

1. 90 percent complete plans, specifications and cost opinion - one electronic PDF copy.
2. City review comment response logs in Excel format.
3. Final bid-ready plans and specifications stamped and signed by the engineers of record and final cost opinion – one electronic PDF copy on CD or thumb drive.
4. AutoCAD file of Final Design.

TASK 500 – BID PERIOD SUPPORT

The purpose of this task is to assist the City during bidding and award process on an as needed basis.

- Attend the pre-bid walkthrough.
- Assist the City with responses to prospective bidder's questions during the bidding period.
- Assist the City with the preparation of up to two (2) addenda (as needed).
- Provide input on apparent low bidder (i.e. check references, review bid tab, etc.).

Assumptions

1. It is assumed the City will lead this task with the Consultant providing technical support as outlined below.
2. The pre-bid walkthrough will be conducted at the project site and will include up to two (2) consultant staff for up to 6 hours each, including travel time.
3. Up to two (2) total bid clarifications and/or addenda will be provided.
4. City will lead bidding effort and will submit all documentation required for bidding to online bidding clearing house services. The Consultant will not be required to reproduce bid sets to be distributed to prospective bidders.
5. The City will be responsible for the creation and maintenance of the bidder's list, managing questions during bidding, and distributing any required information, including addenda and/or clarifications.

Meetings

1. Pre-bid walkthrough (if required).

City Deliverables

1. Summary of bids in Excel or PDF format.

Deliverables

1. Up to two Clarifications or Addenda (as required).

			Task 200 - Preliminary Design				Task 300 - Ancillary Support Services				Task 400 - Final Design				Total	Hours	Cost												
			Task 100	Subtask 210	Subtask 220	Subtask 230	Subtask 240	Task 400 - Final Design																					
								Project Management	Data Collection & Review	Supplementary Surveying	Bypass Pumping Analysis	Permitting Assistance	Public Outreach Assistance	90% Design Package				Internal QA/QC	Subtask 430	Task 500									
Labor Category	Billing Salary Rates	1 Project Manager / Quality Control	2 Quality Control	3 Project Engineer	4 Staff Engineer	5 Bypass Designer	6 Hydraulic Modeling								7 CAD/GIS Technician	8 Clerical	Total Task Hours				Subtotal Direct Salary Cost (DSC), \$	Overhead on DSC (Indirect cost) @ 180.00%	Total Labor Cost, \$	Expenses, \$	Travel expenses	Per Labor Hr. Tech. Charge	Total Expenses	TOTAL LABOR AND EXP	Subconsultant Expenses, \$
		\$ 95.00	40	4	4	4	16	4	4	4	4	8	4	8	8	96	\$	9,120											
		\$ 99.00	4	0	0	8	8	16	8	8	8	12	12	12	36	\$	3,564												
		\$ 65.00	32	10	8	8	24	6	4	16	16	12	12	12	132	\$	8,580												
		\$ 45.00	14	20	12	12	40	4	4	26	24	24	24	24	156	\$	7,020												
		\$ 65.00	2	0	0	40	40	0	0	0	0	0	0	0	42	\$	2,730												
		\$ 60.00	2	0	0	40	40	0	0	0	0	0	0	0	42	\$	2,520												
		\$ 55.00	2	0	0	24	24	8	8	24	24	24	24	24	116	\$	6,380												
		\$ 35.00	2	2	2	44	100	132	22	78	16	64	40	40	28	\$	980												
			96	36	44	100	132	22	20	78	16	64	40	40	648														
			7,226	2,000	2,380	6,692	8,204	1,390	1,260	4,190	1,552	3,560	2,440	2,440	\$	40,894													
			13,007	3,600	4,284	12,046	14,767	2,502	2,268	7,542	2,794	6,408	4,392	4,392	\$	73,610													
			20,233	5,600	6,664	18,738	22,971	3,892	3,528	11,732	4,346	9,968	6,832	6,832	\$	114,504													
							</																						

* Next year's labor escalation was calculated assuming 0.0% of the work would be completed next year.

Enter data in yellow & green shaded cells only. Other formula cells are locked to prevent accidental changes. There is no password protection.

Overall Project Multiplier	3.22
Profit as a % of Direct Salary Cost (DSC)	42.0%

STATE RETIREMENT SYSTEMS FORM
ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT
ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM

1. Does Service Provider have twenty-five (25) or more employees? ☐ Yes ☐ No
IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.
IF NO: ANSWER QUESTIONS 2 AND 3.
2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No
3. Answer the appropriate question below for Service Provider's business organization:

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

IF THERE IS A "YES" ANSWER TO ANY PART OF QUESTIONS 2 OR 3, AN ADDITIONAL QUESTIONNAIRE (AVAILABLE FROM HR OR LEGAL) MUST BE FILLED OUT AND SUBMITTED WITH THE CONTRACT.

Service Provider Name: _____

Signature: _____ Printed Name: _____ Title: _____